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CURRENT TOPICS

Lord Goddard

ONLY solicitors approaching or over fifty have known a time during their professional careers when LORD GODDARD has not been a judge. It is too early to make a clear assessment of his contribution to English law, but for the past ten days, since the announcement of his intended retirement at the end of September, there has been an unusually large amount of Press comment, even from the most unlikely quarters, about his judicial career. Reading the papers and drawing on our recollections, it seems to us that there is one common factor in Lord Goddard's successes and in his failings —simplicity. Many times since he became Lord Chief Justice he has had good reason to criticise the obscurity of much of our statute law and regulations: only at the end of July he remarked that the gaming law was a "hopeless muddle" and we wish that all the legislative mumbo-jumbo which he has criticised had been simplified. Again, he has held steadfastly to the principle that a person ought not to be convicted of a crime unless there is not only *actus reus* but also *mens rea*. There have been times when he has been driven by the words of a statute to conclude reluctantly that *mens rea* is not necessary, but in our opinion the greatest service which he has given to our criminal law is the restoration of *mens rea* to its proper place. During the thirties in particular the criminal law was increasingly distorted by the intrusion of the idea of absolute liability. The emergency legislation of the war and the post-war years increased the distortion and it needed a sustained effort, in which Lord Goddard played the leading part, to restore the situation. This simplicity, which has been a sure guide to him in calling for legal clarity and in insisting that no one should be punished unless he had a guilty intention, has not been so sure in leading him to over-emphasise the importance of deterrence and retribution in our penal system. Naturally much of what he has said has been controversial; the words of a righteous and strong-minded man cannot fail to be, but Lord Goddard has been careful to confine his controversy to the House of Lords and to other places where it is appropriate and not to allow it to trespass on the Bench, where he has faithfully administered the law however much he may have disapproved of it. Whether, as many say, he is the best Lord Chief Justice of this century and more we must leave to history to decide when his years of office have fallen into perspective, but he has certainly set a high standard. We wish him a long and happy retirement.

New Rent Restrictions Rules

UNDER the Landlord and Tenant (Temporary Provisions) Act, 1958, s. 4 (1) (applying s. 17 (1) of the Increase of Rent, etc. (Restrictions) Act, 1920), the Lord Chancellor has made

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new rules amending the Rent Restrictions Rules, 1957, to govern proceedings under the 1958 Act. The Rent Restrictions (Amendment) Rules, 1958 (S.I. 1958 No. 1350/L.8), come into force on 6th October, 1958, the earliest date on which a landlord could have obtained possession of decontrolled premises under the Rent Act, 1957, and accordingly the earliest date on which he can apply for an order for possession under the 1958 Act. Applications to the county court under the 1958 Act are to be by way of originating application to the court for the district in which the premises are situated, but if in the proceedings any question arises which might have been the subject of an application then the court can determine that question during those proceedings without a separate application. The 1958 rules also apply to these applications the 1957 rules as to the service of applications and answers thereto, and the rule as to the taxation of costs on scale 2. However, by s. 4 (2) of the 1958 Act the court has no power to order costs in proceedings for possession where a suspension of execution is applied for, or on applications arising out of the grant of such suspension, unless an order for possession is made on the grounds on which an order could have been made if the Rent Acts had still applied or there are special reasons for ordering costs having regard to the conduct of the parties. Proceedings will be under the county court rules, but it is provided that the owner may give notice before the hearing requiring information as to whether the occupier proposes to apply for a suspension of execution of any possession order that may be made. The proceedings or any part of them can be heard, in the discretion of the court, in private. The court can order an application by the occupier for an extension of the period of suspension or an application by the owner or occupier for a variation of the rent fixed at the original proceedings to be heard either in whole or in part in private under r. 3 (6) of the 1957 rules relating to applications under the Rent Acts in general. Finally, the 1958 rules provide that an order for the suspension of execution of possession (whether a first order or not) shall contain the following paragraph: "The rate at which rent is payable by the defendant for the said land until the day of , 19 [*here insert the last day of the period of suspension*], is £ : : a week [*or as the case may be*] inclusive [*or* exclusive] of rates."

A Solemn Warning

An article by "Conveyancer" in the July issue of the *Law Institute Journal*, the official organ of the Law Institute of Victoria and of the Queensland Law Society, warns solicitors of the danger of preparing the will of either their parents or their wife, especially if they should be a substantial beneficiary under it. The writer is of the opinion that this danger is particularly real in the case of young practitioners who may feel tempted to display their talents by making wills for their admiring parents. The danger lies, of course, in the fact that, where a will is contested on the ground of undue influence, the discovery that it was prepared by a person who takes large benefits under it will, to use words found in Mortimer on Probate, 2nd ed., at p. 71, "excite the suspicion and vigilance of the court." Parke, B., made this clear in *Barry* v. *Butlin* (1838), 2 Moo. P.C.C. 480, when he said: "If a party writes or prepares a will under which he takes a benefit, that is a circumstance that ought generally to excite the suspicion of the court, and calls upon it to be vigilant and jealous in examining the evidence in support of the instrument, in favour of which it ought not to pronounce unless the suspicion is removed, and it is judicially satisfied that the paper propounded does express the true will of the deceased." However, in *Low* v. *Guthrie* [1909] A.C. 278 Lord James of Hereford assured the profession that "there is no disqualification in the making of a will through a person who takes an interest having made it," but in spite of this there would seem to be wisdom, if we may say so, in the advice of "Conveyancer" when he suggests that where a solicitor is approached to prepare a will for either his parents or wife, he should politely and tactfully refuse and send the prospective testator to a brother practitioner. We have been warned.

The Land Registry

It is the experience of the Chief Land Registrar, as recorded in his Report to the Lord Chancellor on H.M. Land Registry for the Financial Year 1957–58 (H.M.S.O., 2s.), that where the system of compulsory registration of title on sale is to be extended to a new area, up-to-date plans of that area must be available. As we hope that each succeeding year will see further extensions of this system, we are pleased to learn that the co-operation of the Ordnance Survey Department, who alone can supply such plans, has never been lacking. During the period covered by the report, Leicester, the south-eastern portion of Kent, and Canterbury became compulsory areas and an increasing number of landowners in non-compulsory areas sought the benefits of the system by applying to register their property. To assist solicitors and their staffs, particularly those in new areas who have little experience of land registration, the registry, in conjunction with The Law Society, has compiled a booklet explaining how the various kinds of applications should be prepared and presented. Over the whole year, the average time taken to complete registrations improved over that for 1956, although it was hoped that the improvement would be more pronounced. In any case where titles appeared to be likely to be affected by numerous transactions, as in the case of developing building estates, they were given special priority. Dealing frankly with clerical errors, the report wryly records that just before Christmas a land certificate was issued with an entry that read "the wines and minerals are excluded." The Land Charges Department and the Agricultural Credits Department dealt with a vast number of applications and official searches with remarkable efficiency. There will be few who will take exception to the very modest claim that, in a year which was not free from exceptional difficulties for the Land Registry, "the service to the public has been maintained unimpaired."

On the Lead

With the most commendable object of promoting road safety, s. 15 of the Road Traffic Act, 1956, permitted local authorities, after consultation with the chief officer of police and subject to confirmation by the Minister of Transport and Civil Aviation, to designate any length of road as a road on which it shall be an offence for any person to cause or permit a dog to be without being held on a lead. Many local authorities have taken advantage of these provisions and designated certain roads for this purpose, but Slough Borough Council has gone one stage further. With effect from 1st October, 1958, it will be an offence (subject to the statutory exceptions) for any dog to wander on *any* street in Slough without being held on a lead. We gather that the council doubted the ability of the dogs of their borough to discriminate between those roads which were designated and those on which they were free to wander at will.

TAX SAVING—ONE COMPANY OR TWO?

IT is sometimes said that if it is right to form one company it is better still to form two. In this, like other trite sayings, there is an element of truth. Some of the advantages of two companies are well-known; others are less obvious. For the purpose of this article it will be assumed that the tax advantages of forming at least one company are not in dispute.

Profits tax—exemption and abatement

Where the profits arising in any chargeable accounting period from a trade or business, including "franked investment income" (i.e., dividends paid out of profits which have themselves borne profits tax), do not exceed £2,000, no profits tax is normally payable; and if a loss has been brought forward, the exemption limit applies after deduction of the loss. Where a company's profits are greater than £2,000 but less than £4,000, profits tax could therefore have been avoided had those profits been shared equally between two companies.

If the profits include no franked investment income and exceed £2,000 but do not exceed £12,000, an abatement is allowed of one-fifth of the difference between those profits and £12,000. Thus, if trading profits are £4,000, the abatement is one-fifth of £8,000, so that profits tax is payable on £4,000, less £1,600, equals £2,400. However, if the company had franked investment income of £2,000 in addition to its trading profits of £4,000, a further formula would have to be applied and the abatement would be reduced to £800, leaving £3,200 liable to profits tax. Again, if profits are greater than £12,000 but substantially less than £24,000, some saving by way of abatement can be effected by two or more companies.

Directors' remuneration

It is usual to reduce the profits of family companies as much as possible by the payment of directors' salaries, so as to secure the benefit of earned income relief and minimise the likelihood of sur-tax directions against the company. For income tax and profits tax purposes directors' salaries are a proper deduction from profits provided they are not excessive and are "disbursements and expenses . . . wholly and exclusively laid out or expended for the purposes of the trade" under s. 137 (*a*) of the Income Tax Act, 1952 (see *Copeman* v. *William Flood & Sons, Ltd.* [1941] 1 K.B. 202).

Where, however, a company is director-controlled, the remuneration of the directors for profits tax purposes is also subject to a ceiling figure. Hence, where the limit is being exceeded, steps should be considered for breaking director-control. In *Inland Revenue Commissioners* v. *B. W. Noble, Ltd.* (1926), 12 Tax Cas. 1911, it was held that a shareholder has a "controlling interest" whose holding in the company is such that at a general meeting he is more powerful than all the other shareholders together.

For profits tax purposes a manager is deemed to be a director if he is the beneficial owner of not less than 20 per cent. of the ordinary share capital of the company. There are also two special categories of directors: (i) a "whole-time service director" who is not the beneficial owner of or able to control more than 5 per cent. of the ordinary share capital, and (ii) a "working director" who would qualify as a whole-time service director but for his ownership or control of more than 5 per cent. of such capital. All three types must be included, along with other directors, for the purpose of ascertaining whether a company is director-controlled.

Even if the company is director-controlled, the salaries of the whole-time service directors will be outside the ceiling, which is a variable one ranging from £2,500 to £15,000. In between these limits three further factors are brought into operation, one being 15 per cent. of the company's profits, and the other two together producing an arbitrary figure calculated by reference to the number of working directors, if two or more, and their actual remuneration. It is possible for four or more working directors to draw a maximum of £7,000 a year between them; but where a director works as such for more than one company he is in practice regarded as falling within the definition of a working director in relation to that company for which he works the longest, provided his work for that company occupies more than half the working hours for that period. At the worst, £2,500 is always allowable, and if there is only one salaried director actually running the business, and more than 95 per cent. of the equity is held upon trusts for his family, there will be no ceiling to the director's remuneration provided it is not excessive.

Where several members of the family are engaged in the business, under the head of directors' salaries, too, there may be more scope for tax saving in the case of two companies.

Capitalisation of profits

If the owner of a profitable business is compelled to convert his business into a company, to save sur-tax, there are at least three courses open to him: he may (i) transfer the whole of his business assets to the company, (ii) exclude the land and buildings used in the business from the sale and rent them to the company, in which event the income derived from the letting will be liable to sur-tax in his hands, or (iii) form a separate company, apart from the trading company, to take over the property. From the tax angle, the last-mentioned course will be the best. Although the property company will be liable to sur-tax directions under s. 245 of the Income Tax Act, 1952, it will not be subject to automatic sur-tax directions under s. 262 of that Act, but will be allowed to accumulate some income within the company upon which no sur-tax will be payable. At the same time the payments of rent will reduce the profits of the trading company.

In, say, ten years' time, the property company may have built up a considerable fund of undistributed profits which can be withdrawn as capital by the simple expedient of selling the company's shares to the trading company, which, by this time, will also have accumulated reserves sufficient to buy the property company. Separate companies may also be formed for different trades or branches or for buying and selling agencies within the same ownership, all of which may ultimately be acquired by the principal company. When this stage has been reached there are statutory provisions allowing to a certain extent the treatment of the companies of the group as a taxpaying unit, if this is considered beneficial.

Conclusion

Unless, however, the purchasing company is not "controlled" or its profits in the year in question are low or its shareholders are in a low sur-tax category, the investment in another company should have some economic justification so as to avoid the possibility of attracting a sur-tax direction. Similarly, it is better to operate more than one company at the outset or before profits tax becomes payable, rather than hive off part of an existing company's trade, which may be caught by s. 32 of the Finance Act, 1951.

K. B. E.

THE SLAUGHTERHOUSES ACT, 1958

THE new Act represents an implementation of policy based upon the recommendations of the Inter-departmental Committee on Slaughterhouses, and it will be remembered that this Committee concluded that new development in the marketing of fatstock and in the character of the home killed meat trade had so changed the situation that the central planning of slaughterhouses was no longer advisable. The new Act therefore sets out to achieve the needs of the situation as envisaged by the Committee, subject to certain minor amendments.

Licensing of private slaughterhouses

The Act concerns itself primarily with the licensing of private slaughterhouses, the safety, health and welfare of employees, and new methods of slaughter. The first six sections of the Act relate to the licensing by local authorities of private slaughterhouses. In districts where the issue of licences is not restricted by a local authority resolution or by a local Act traders will be entitled, for a limited period, to a licence for any slaughterhouse which conforms with the requirements of the regulations relating to hygiene and the prevention of cruelty to animals. After this period licences will be issued only with the approval of the Minister, with the proviso that approval shall not be withheld unless it is considered that adequate slaughtering facilities are already available. The limited period commences with the introduction of the new regulations and ends with the submission of the required report upon slaughterhouse facilities. In districts where the issue of licences is restricted under resolution there is a right of appeal, and the appeal is not to be disallowed unless the Minister is of opinion that adequate facilities are already available. The effect of these sections will be to permit an unlimited number of applications for licences, and present indications suggest that there will be an abundance of applications. All premises will of course, be required to conform to the new standards of construction, layout and equipment.

The Act commences with the repeal of s. 64 of the 1955 Act (s. 1 (1)), a step necessary to enable applications to be made for licences in respect of new premises. Such applications must be granted unless the premises fail to conform to the construction regulations (s. 1 (2) (*a*)); conversely licences must not be granted or renewed if all these regulations have not or will not be complied with (s. 1 (2) (*b*)). This clause, in conjunction with the fact that s. 65 of the principal Act does not apply, seems to effect a restriction upon the local authority in relation to powers of refusal to grant licences. Subsection (3) of s. 1 withdraws the power to make resolutions restricting the grant or renewal of slaughterhouse licences and in certain circumstances requires the revocation of existing resolutions.

Despite the existence of a resolution under the principal Act or a restriction on privately owned slaughterhouses under a local enactment, local authorities are obliged to accept applications for the grant of new licences (s. 2 (1)), to submit them to the Minister if so compelled by the applicant (s. 2 (2) (*a*)) or, if they think fit, themselves submit the application (s. 2 (2) (*b*)). Subsequent direction by the Minister to the local authority will be dependent upon available slaughterhouse facilities and compliance with the construction regulations (s. 2 (3)). Providing that an application is made within twelve months of a previous licence and therefore does not become an application for a "new" licence, the local authority have no power of refusal, except with the approval of the Minister or where they are not satisfied as to compliance with the construction regulations (s. 2 (4)). Where the refusal is based otherwise than on the grounds of constructional compliance, the provisions of subs. (3), (4) and (6) of s. 78 of the principal Act relating to compensation apply. On requesting the Minister's consent to the refusal of an application, the local authority must serve on the applicant notice in writing that the request has been made and of the reasons therefor, and detailing his rights of appeal. The Minister has no power to consent to refusal unless he is of opinion that the grant or renewal is unnecessary for the purpose of securing adequate slaughterhouse facilities (s. 2 (7)).

Section 3 deals with the submission of reports by local authorities and requires that these are to concern themselves primarily with details as to degree of compliance with construction regulations. Either individually or jointly local authorities are required to review existing and prospective slaughtering facilities in their district(s), showing the slaughterhouses that reach the required standards and those which are expected to be brought up to standard, also when additional premises are expected to be provided and when adequate slaughtering facilities of the required standard can be expected to be available. After the date of submission of reports all applications for licences have to be submitted to the Minister, who retains the power of discretion. Approval, however, cannot be withheld unless in the opinion of the Minister the grant of the licence is unnecessary for the purpose of securing adequate facilities (s. 4 (2)). Thus in relation to applications for new licences the local authority has virtually no discretion under this section.

From the passing of the Act it becomes an offence, except in exempted premises, to use a dwelling within the curtilage of any licensed slaughterhouse if the dwelling is attached to the slaughterhall, that is, the part of the slaughterhouse in which the actual slaughtering or the dressing of carcases takes place (s. 5 (2)). The exempted premises are those which broadly speaking have been used continuously both as a dwelling and as a slaughterhouse since before the passing of the Act. Local authorities are responsible for enforcing this provision (s. 5 (4)) and in certain circumstances they are required to refuse to grant or renew a licence (s. 5 (1)).

Section 6 deals with special grounds for the refusal of applications for licences where there has been undue delay in the preparation of premises for use as a slaughterhouse, or the applicant will be unable, or has abandoned his intention, to proceed, and with appeals against such refusals.

In the definitions of s. 13 of the Act, "new" in relation to a slaughterhouse licence is interpreted as meaning "in respect of premises in respect of which such a licence was not in force at, or at any time less than twelve months before, the date when the application for the licence was made."

Safety, health and welfare of employees, etc.

The second object of the new Act is to make provision for the safety, health and welfare of employees in slaughterhouses. Section 7 brings within the scope of the Factories Acts, 1937 and 1948, all slaughterhouses and knackers' yards, including their lairages (whether on the same premises or detached), except lairages at markets or on agricultural land. The responsibility for enforcement of the provisions of the Factories Acts dealing with the safety, health and welfare of

persons employed in slaughterhouses and knackers' yards will consequently rest with the Factory Inspectorate of the Ministry of Labour and National Service except for those provisions of the Acts which are enforced by local authorities.

Section 8 and Sched. II amend the Slaughter of Animals Act, 1933, the Slaughter of Pigs Act, 1953, and the Slaughter of Animals (Amendment) Act, 1954, in order to enable the Minister, after consulting the interests concerned, to permit the introduction of satisfactory methods of anaesthetising animals for slaughter, as for example the carbon dioxide process used for some time in the United States and Denmark.

Provision is made in s. 9 to enable the new standards of construction, equipment and lay-out for (*a*) hygiene, (*b*) prevention of cruelty to animals, and (*c*) safety, health and welfare of workers, to apply to new premises on an appointed day, and to existing premises on different dates in different areas. The proposed dates will be submitted by local authorities in their reports to the Minister in so far as their particular district is concerned. The new standards of construction have been prepared in consultation with the interests concerned and those dealing with hygiene were the subject of review by the Food Hygiene Advisory Council. They have been available since August, 1957, as draft regulations and were issued at that time by the Government for the purpose of giving as much notice as possible as to the required standards. This was an action which met with much appreciation both in local authority and trade circles, and as was only to be expected many amendments have been submitted for consideration. The standards are to be imposed in two stages, the first involving all new premises or premises in respect of which a licence has been allowed to lapse twelve months or more before a subsequent application is made and premises concerned in applications for licences under ss. 63 and 65 of the 1955 Act. Such licences will not be granted or renewed if all construction regulations are not or will not be complied with, and local authorities must in general grant the licence if the regulations have been complied with. From the date of submission of the report until the date fixed for the new construction regulations to apply to all premises in the district will be the period represented as the second stage.

In conclusion

The new Act is the final and operative stage of a Bill presented before Parliament in November, 1957. Until the submission of the reports required by s. 3, traders are free to develop slaughterhouses. The position, therefore, is that applications for licences for new or modernised slaughterhouses will be freely accepted by local authorities, subject only to planning approval and to there being no prohibition against private slaughterhouses on account of the availability of public slaughterhouses. The new situation is a reversal of the earlier policy which became known as "moderate concentration," and offers every opportunity to the trader. One of the proposals of the Interdepartmental Committee which was appointed in February, 1953, and which presented its report in July, 1955, was to the effect that traders with private slaughtering facilities should be required to make them available to other traders, but when the Minister published his policy about ten months later he departed on this point from the view of the Interdepartmental Committee.

Generally speaking, the new policy will meet with the approbation of local authorities. Those which have provided a public slaughterhouse, or which rely upon such a slaughterhouse in a neighbouring authority, are still able to control the use of other existing slaughterhouses and the licensing of additional slaughterhouses, subject of course to the overall right of the Minister to exercise his discretion concerning additional licences. There may be dissatisfaction on the part of a number of local authorities where large public abattoirs already exist, especially in the case of certain authorities where Ministry of Food abattoirs have been constructed in recent years. In these cases the abattoirs are working far below capacity and overhead costs are such that the local authorities concerned would no doubt have liked to see a policy which would ensure more certain use being made of the facilities available in their towns.

A. G. D.

Common Law Commentary

NOTICE AND KNOWLEDGE

CONDITIONS in restraint of trade may operate or be imposed in two distinct ways which may be described as "horizontal" and "vertical" respectively. The horizontal restraint is that arrived at by agreement between traders of similar function, as where all manufacturers form a trade association and all agree to impose the same restriction on their immediate (or ultimate) purchasers; or where all wholesalers or retailers form similar associations. Vertical restraints are those imposed "down the line" from manufacturer to wholesaler and then to the next dealer or retailer. The horizontal restraint is the one attacked by the Restrictive Trade Practices Act, 1956, requiring details thereof to be registered and laying down certain presumptions as to which are against the public interest: they may be referred by the Board of Trade to the Restrictive Practices Court, whereupon they will have to be defended if they are not to be declared void.

But the vertical restraint has received the blessing of Parliament by the provisions of s. 25 of the Act. Formerly unenforceable because of the decision in *Dunlop Pneumatic Tyre Co.* v. *Selfridge & Co.* [1915] A.C. 847, such restraints are now enforceable provided that the condition of the section is complied with. The condition relates to price and the section applies where on the original sale the supplier imposes a price for resale; it is to the effect that the person against whom the restraint is to be enforced "acquires the goods with notice of the condition as if he had been party to [the original sale.]"

Knowledge of terms of condition

In *Goodyear Tyre and Rubber Co. (Great Britain), Ltd.* v. *Lancashire Batteries, Ltd.* [1958] 1 W.L.R. 857; *ante*, p. 581, a retailer challenged the meaning of the words "notice of the condition," arguing that it meant actual knowledge of the full terms thereof and not merely of the fact of the existence of terms, since in that case the evidence was that the defendant had not had brought to his knowledge the actual terms for resale of the goods. He had had notice of them by means of a circular notice issued by the British Motor Trade

Association as agents for (*inter alia*) the plaintiffs, and that notice told him how he could get a copy of the actual resale terms, namely, by getting a price list from the plaintiffs. It was a lengthy document, being over thirty pages long, and the statement of the terms was at the end, occupying more than a page. The plaintiffs organised a " trap " order to the defendants, who were believed to be selling below the price list in breach of the conditions and had in fact advertised that they would do so in a local paper. A sale was made below price and the plaintiffs sought an injunction against the defendants. The original motion came before Upjohn, J., who dismissed it, and the plaintiffs appealed to the Court of Appeal, who reversed Upjohn, J.'s ruling.

" Ticket cases "

There have been plenty of complaints that one person may impose almost any conditions he desires on another party in circumstances in which the other party is not likely to have an opportunity to know them, or if he knows them, to reject them, and strong views have sometimes been aired as to the injustice of such a position. For example, if one buys an excursion ticket a few minutes before the train—the only one that day—is due to leave, one is unlikely to stop to inquire what are the conditions referred to on the back of the ticket, nor, if the conditions are not to one's liking, to try to negotiate better terms. Nowadays, so many people travel by train so often that it has become fairly general knowledge that there are conditions affecting the issue of tickets, so as to make the above example a rather artificial one, though it is improbable that many persons know what the conditions are. One thing, however, is clear: that notice is sufficient provided it be on the face of the ticket or referred to thereon, and it is no excuse that the purchaser is illiterate (*Thompson* v. *L.M.S.* [1930] 1 K.B. 41). Query whether, particularly in the case of air travel, one has notice of conditions in a foreign language.

This principle derived from the " ticket cases " that notice of the existence of conditions is sufficient by itself was used by the Court of Appeal in the *Goodyear* case in support of their view that the Act meant what is said, namely, " notice," and did not mean " actual knowledge." These cases were not apparently referred to before Upjohn, J., at first instance.

" Notice " within s. 25 (1)

Lord Evershed said in the course of his judgment: " The word ' notice ' to a lawyer, in my judgment, means something less than full knowledge. It means, no doubt, that the thing of which a man must have notice must be brought clearly to his attention. What, in different cases, may be sufficient notice is a matter which will be decided when those cases come before the courts; but in this case is seems to me that two things are clearly established: first, that the defendants had been told and knew (had been expressly told and clearly knew) that tyres which had been manufactured and supplied by the plaintiffs had had imposed upon them by the plaintiffs a condition as to price, including a condition that they should not be resold at other than the appropriate prices which the manufacturer had prescribed. That is clear. They had, furthermore, been told (see para. (4) of the circular) that the details of the condition, that what was the appropriate price in any given case for the resale of those tyres, could be obtained on application to the manufacturer at the address which was stated in the same circular. In my judgment, that constituted in this case ' notice of the condition ' within the requirement of s. 25 (1)."

Romer, L.J., in agreeing, mentioned the general rule that the equitable doctrines of constructive notice are not to be extended to purely commercial transactions, and then added that that rule was not contravened in this case because either the defendants had express notice of the relevant price restrictions or they had no notice at all. The defendants had admitted that the circular gave them notice that there was a restricted price for Goodyear tyres, and the only question was whether that was sufficient for s. 25 of the Act.

There seems less cause for criticism of this ruling than there is in the ticket cases, and one would not quarrel with the court's refusal of leave to appeal to the House of Lords. The question whether manufacturers or others ought to be able to impose price restrictions is a matter that has been settled by Parliament in the light of the earlier controversy over the previously existing law and practice thereon. The section is limited to price restrictions and so has not the wide scope of the law relating to ticket cases.

L. W. M.

"THE SOLICITORS' JOURNAL," 28th AUGUST, 1858

On the 28th August, 1858, The Solicitors' Journal discussed the Benevolent Association: " Surely it is something like a reproach to the body of solicitors that the foundation of a benevolent society, with large objects and ample means to carry them into effect, should date only from the present year . . . At the present time the need of such an institution is conclusively proved by the existence of cases of distress which call loudly for its aid. But until the number of subscribers has considerably increased, it will be the duty of the directors to withhold the relief which is urgently demanded of them and which they are most desirous to afford . . . Next to the amount of subscriptions obtained, the most important point appears to be that support should be derived from every town and county in the kingdom . . . And looking beyond the immediate objects of this association, we see in it a means of promoting throughout the whole profession that cordial union and sympathy which we hold to be the surest guarantee of the rights of solicitors, and their social influence and estimation . . . The difficulties which attend upon the early days of all such institutions have been, in the present case, enhanced by the commercial calamities which marked the period of its birth. The stagnant trade and paralysis of industrial enterprise experienced during the current year must have diminished the number of transactions affording business to solicitors. It is a popular error that the lawyer lives upon the distresses of other men, whereas the real fact is that whatever interferes with the general prosperity is most keenly felt by him . . . Let no man say he is so prudent and prosperous to be out of all danger of needing, in his own person, the aid which this society has been formed to give. Health may fail, and all that professional skill and worldly wisdom have done to advantage the fortunes of their possessor may be neutralised."

Mr. A. BASTERFIELD

Mr. Alfred Basterfield, solicitor, of Halesowen, died on 18th August, aged 64. He was admitted in 1928.

Mr. H. P. BUNDY

Mr. Harold Philip Bundy, solicitor, of London, E.C.2, died on 3rd August. He was admitted in 1922.

Landlord and Tenant Notebook

"OUGHT NOT TO BE GRANTED A NEW TENANCY"

THE above expression occurs in each of the first three grounds on which a landlord may oppose an application for a new tenancy made under Pt. II of the Landlord and Tenant Act, 1954. But—and *Lyons* v. *Central Commercial Properties, Ltd.* [1958] 1 W.L.R. 869; *ante*, p. 600 (C.A.), has emphasised the importance of the point—the expression is in each case qualified. By s. 30 (1) (*a*) the landlord may oppose the application on the ground, "where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said obligations." Under para. (*b*) the ground is "that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due," while para. (*c*) runs: "that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy or for any other reason connected with the tenant's use or management of the holding."

An unexpected application

At one stage of the history of the events leading up to *Lyons* v. *Central Commercial Properties, Ltd.*, it was not contemplated by the (three) parties concerned that the preparations for litigation would ever be tested. Three, because in 1954 the tenant, a draper who owned some freehold land adjoining the demised premises, entered into negotiations with his landlords and with a company, *L*, Ltd., by which he was to sell that land to the company and to assign his lease of the demised premises to them: they were then to surrender the lease to the landlords and be given a new one; and they intended to carry out substantial alterations. Agreement had not been reached when the tenant became aware of his rights under Pt. II of the Landlord and Tenant Act, 1954; negotiations were then suspended, the landlords served a schedule of dilapidations, and the tenant made a written request for a new tenancy pursuant to s. 26 of the Act. That request was made on 30th August, 1955, and was followed by an application (s. 29) on 8th December, the landlords having notified intention to oppose on the ground of failure to comply with repairing obligations. But in the meantime, that is to say in November, the broken-off negotiations had been resumed. There were further interruptions, and the deal between the company and the tenant was not actually completed till 27th June, 1956. The company were to have conveyed to them the demised shop, subject to the covenants, etc., and the freehold land, and the agreement expressly provided that the sale included any new lease or tenancy agreement granted to the vendor pursuant to the Landlord and Tenant Act, 1954, or otherwise in respect of the leasehold premises agreed to be sold, and all the rights of the vendor in respect of such leasehold premises confirmed by the said Act.

But, though completion was to be on 14th August, a further delay occurred owing to some difference between the company and the landlord about a right of way. The agreement of 27th June was then varied, and progress was smooth for a time; but after a binding or would-have-been binding agreement between the landlords and the company had been prepared, the company broke off negotiations, and thus the tenant's application (backed by the company) became effective.

The disrepair

The evidence given in the county court showed two things: that the disrepair was serious, and that the tenant had not taken his obligations seriously. There was now an offer to remedy the defects and an explanation that there would have been little point in effecting repairs to what was to be rebuilt, which latter the county court judge accepted as only natural; then proceeding, however, to refuse the application because the Act was passed to protect tenants, and the object of the proceedings was not to prevent a little man from losing his livelihood, but to secure the premises for the company.

This reasoning did not prove acceptable to the Court of Appeal, where it was considered that contractual arrangements made with a third party could not be taken into consideration. But the question then presented itself: should the case be remitted, so that the county court judge could consider whether, on the relevant facts, the tenant "ought to" be granted a new tenancy, or had the Court of Appeal sufficient material before it to enable it to deal with the application without any re-hearing?

Ormerod, L.J., and Harman, J., considered that the Court of Appeal could determine the application; Morris, L.J., disagreed with his brethren on this point.

The discretion

When dealing with this "ought to," should the court consider what excuses the tenant may have had for his misdeeds, or what amends he is prepared to make, or both? Harman, J.'s view was "that where a tenant is proved during the currency of the former lease to have been a bad tenant, no lease ought to be granted unless some exculpating circumstances are enough to excuse the tenant's misdoings." This is no doubt consistent with the concluding words of s. 30 (1) (*a*), "being a state resulting from the tenant's failure to comply with the said obligations," which would cover not only a case in which responsibility for repairs is shared and it is the landlord's misdoings which account for the state, but also one in which a day before the hearing a six-wheeled lorry crashed through a shop. Morris, L.J., was less willing to define the scope of the discretion: "I do not think that it is desirable to say more than that once a court has found the facts as regards the tenant's past performances and behaviour and any special circumstances which exists, then, while remembering that it is the future that is being considered, in that the issue is whether the tenant should be refused a new tenancy for the future, the court has to ask itself whether it would be unfair to the landlord, having regard to the tenant's past performances and behaviour, if the tenant were to enjoy the advantage which the Act gives him." Ormerod, L.J., was likewise loth to embark upon definition, but observed that the tenant might have set about effecting repairs when the negotiations had terminated.

The qualification

The court seems rather to have regretted that Parliament had not seen fit to give it an unqualified discretion. It is

true that such a discretion was conferred, perhaps somewhat furtively, by the repealed Landlord and Tenant Act, 1927, s. 5, which gave a tenant a "right to a new lease in certain cases," i.e., on proof of goodwill having attached and inadequacy of monetary compensation; but, having established these, the tenant would find the words "if it [the tribunal] considers that the grant of a new tenancy is in all the circumstances reasonable" somewhat inconspicuously placed in the middle of subs. (2), and might meet with a surprise though he had proved the existence of the goodwill, etc., and the landlord had not established any of the stock answers, such as intention to demolish or that he wanted the premises for his own use. But, on the whole, I do not think that practitioners will share the court's regret: the wider the discretion, the more difficult it is to give clients satisfactory guidance.

R. B.

WOMEN AT THE BAR

[From "Brief to Counsel," by Henry Cecil, with a foreword by the Honourable Mr. Justice Devlin; to be published by Michael Joseph at 12s. 6d. on 1st September]

ALTHOUGH, for the sake of simplicity, this book has apparently been addressed to men, it is, of course, intended equally for women also. It is, however, only fair to warn prospective women barristers that there is probably no profession where it is harder for them to make headway than at the Bar. There is no good reason to think that this is due to any lack of ability on the part of women or to any particular difference in the make-up of a woman from that of a man.

It is possible that one reason for the present lack of success among women is because few women with the necessary qualities have come to the Bar, but the main reason is probably lack of opportunity. There is still almost overwhelming prejudice against women both at the Bar itself and among solicitors and among the public. In consequence, it is extremely difficult for a woman to find a vacancy in chambers. It is difficult enough for a man, but far worse for a woman. Moreover, on the whole, solicitors do not care to brief women and the public still appears shy of entrusting its fate to a woman.

There is no justifiable reason for this. A woman with the necessary qualities who is able to give the required time to the job should be able to be just as successful as a man. The fact remains that very few indeed have achieved success and it does not appear that the road is becoming any easier.

Unless, therefore, a girl has an overwhelming desire to overcome all these difficulties, it is strongly recommended that, before she embarks on her legal studies, she should make inquiries as to the possibility of her being taken as a pupil in suitable chambers. The great importance of pupillage has already been stressed, but, for the reasons mentioned, it is even more important for a woman. Unless she has quite outstanding qualities and luck as well it is almost impossible for a woman to succeed unless she can find a vacancy in really good chambers, and many chambers will not accept women. Although no one is going to promise a vacancy for a pupil three years ahead, it would seem a reasonable precaution to make inquiries and consult friends about the possibility of pupillage before the expense and time of a legal education are incurred. It is far easier for a woman to succeed as a solicitor and, if a girl wishes to adopt the law as a profession and is not prepared to incur the serious risk of failing at the Bar, it is recommended that she should become one. There is no reason why she should not succeed.

The object of this chapter is certainly not to criticise the ability of women nor is it intended to criticise those chambers who will not accept women pupils or women members. There are intelligible reasons for this, whether a person agrees with them or not. The object is not to criticise at all, but to set down the cold, cruel facts so that the pioneers—for that is what they still are—may realise that their road is even more full of obstructions than that of their male counterparts. If they do decide to take the risk, every word of advice contained in this book is intended equally for them, except that they have no front stud to conceal with their bands.

TALKING "SHOP"

LN 2 IV, re House at 10B.

2 ladies were there, 1 was IV FE
(She was a QT and she came from Q)
And LN Gn, more QB and more FT
But on the o the KGR of the 2.

Now LN, ONR of a house at 10B
(MSUAG standing MT and MS),
And wishing to dispose of same to IV,
Xtolled its merits to no small XS.

To LN, IV's bids seemed far 2
But LN's price for IV was 2
So each to XX the other started
3rd party conversations on the sly.

Now IV being 2 Qt by ½'s committed
For house she doesn't want from Mrs. Flesch,
Whilst LN's C-side residence at 10B
Stands MT: *vide Chillingworth v. Esche.*

(This LEG shall not rock N roll on
Lest these 2 heads it heap more :) "ESCROW"

Mr. Walter Hill Graham, solicitor, of St. Austell and Fowey, left £33,613 net.

Mr. Wilfrid Robert Johnston, solicitor, of York, left £49,753 net.

HERE AND THERE

SUDDEN LOSS

THE announcement of the imminent retirement of Lord Goddard, when it did come, took everyone by surprise, especially the legal periodicals which were just going to press. We had got so used to discounting wild "silly season" rumours of his resignation that we were quite unprepared for the brisk, businesslike, undemonstrative reality. There seemed, indeed, no particular reason why this Lord Chief should ever retire. After twenty-six years as a judge, rising steadily from step to higher step, he was at eighty-one as good as new and, perhaps, even better. His mind was as quick, his personality as strong as ever and his stature as a public figure was always increasing. The energy and physical stamina and turn of speed which won him a blue at Oxford as a 100-yards sprinter were reflected in his mind. At work he always gave the impression of being a man in a tearing hurry but it was a directed, controlled hurry, not a feverish, fussy hustle. It was the hurry of an accomplished expert. During his first three weeks at the head of the King's Bench Division he devoured the lists twice as fast as they could be replenished. Forty minutes was enough for him to dispose of a case which had been expected to last for five hours. An hour saw the end of what had been put in as a two-day case. Once he presided in the Court of Appeal when the Revenue paper was on, and he gave the taxation practitioners the shock of their lives, finishing the list inside a week. "Now, Sir Reginald, what's your best authority?" It was cited. "Very well, that doesn't get you home. I don't want to hear the others." That sort of thing did not endear him to the incoherent or the verbose, the vague or the half-prepared, but courageous and able advocacy always found him open-minded. He has nothing of the petty vanity which is reluctant to admit a wrong first impression. He was in too much of a hurry to get on with the job to follow a false trail.

A GREAT CHIEF JUSTICE

THE popular mind which can never get rid of the notion that hanging and imprisonment are the main business of the courts and that mastery of criminal law and procedure is the summit of a lawyer's achievement has formed a very distorted view of Lord Goddard as a judge of uniform and undiscriminating severity, a stern, grim resurrection from the early nineteenth century. In his defence of society against lawlessness there is, indeed, a certain hard-headedness which is not very fashionable in some quarters to-day. He believes that the causes of crime are what they always were, lust and greed and anger, and he does not believe that these can all be painlessly magicked away if only you can find the right incantation. He believes in free will and in the personal responsibility of men for their own actions, the essence of "the free and lawful man" who is the cornerstone of the common law of which the Lord Chief Justice is the guardian. Lord Goddard's insistence that criminals should take the legal consequences of their own actions and that those consequences should be such as to discourage them and others from crime is only one aspect of his unwearied defence of the liberty of the individual citizen against unlawful interference; he has been every bit as forceful in discouraging unlawful interference by Government officials and over-zealous policemen and magistrates. The characteristic of his mind has always been a magnificent common sense and a robust virility and straightforwardness, without either intellectual or personal affectations. He is a man of the world. He is excellent company. He is a fine judge of wine, particularly port. On the right occasion, a circuit dinner for instance, he can sing an old-fashioned music-hall song or deliver a comic recitation. It is an inconvenient convention that one must not speak ill of the dead, because that looks unfair, or good of the living, because that looks like flattery, but there must be exceptions in both cases and this must be one of them.

RICHARD ROE

THE SOLICITORS ACT, 1957

On 1st August, 1958, the practising certificate of ARCHIBALD GEOFFREY STUBBS, of 75 West Street, Tavistock, in the County of Devon, and of The Parade, Liskeard, in the County of Cornwall, and of Well Street, Callington, Cornwall, was suspended by virtue of the fact that he was adjudicated bankrupt on 1st August, 1958.

On 14th August, 1958, an order was made by the Disciplinary Committee constituted under the Solicitors Act, 1957, that WILLIAM REGINALD INGLE, of 36 Park Square North, Leeds, 1, and of National Provincial Bank Chambers, Queen Street, Morley, Yorkshire, be suspended from practice as a solicitor for a period of one year from 14th August, 1958, and that he do pay to the applicant his costs of and incidental to the application and inquiry.

On 14th August, 1958, an order was made by the Disciplinary Committee constituted under the Solicitors Act, 1957, that there be imposed upon JOHN LINSLEY FRANKLIN LINSLEY-THOMAS, of 24 and 25 Old Steine, Brighton, Sussex, and 98 Gray's Inn Road, London, W.C.1, a penalty of £50 to be forfeit to Her Majesty, and that he do pay to the complainant his costs of and incidental to the application and inquiry.

On 14th August, 1958, an order was made by the Disciplinary Committee constituted under the Solicitors Act, 1957, that CYRIL WRIGHT HODGSON, of 22 Scarborough Street, West Hartlepool, Durham, be suspended from practice as a solicitor for a period of one year from 14th August, 1958, and that he do pay to the applicant his costs of and incidental to the application and inquiry.

On 14th August, 1958, an order was made by the Disciplinary Committee constituted under the Solicitors Act, 1957, that DAVID ARTHUR VAUGHAN THOMAS, of 151 Pantbach Road, Whitchurch, and 26 Churchill Way, Cardiff, be suspended from practice as a solicitor for a period of six months from the 14th August, 1958, and that he do pay to the applicant his costs of and incidental to the application and inquiry.

On 14th August, 1958, an order was made by the Disciplinary Committee constituted under the Solicitors Act, 1957, that the name of KENNETH MILLINGTON HORE, formerly of 19 Dalkeith Road, Harpenden, Herts, be struck of the Roll of Solicitors of the Supreme Court, and that he do pay to the applicant his costs of and incidental to the application and inquiry.

On 14th August, 1958, an order was made by the Disciplinary Committee constituted under the Solicitors Act, 1957, that the name of NORMAN VINCENT CARPENTER, formerly of 44 Front Street, Chester-le-Street, Co. Durham, and of 88 Elvet Bridge, Durham, be struck off the Roll of Solicitors of the Supreme Court, and that he do pay to the applicant his costs of and incidental to the application and inquiry.

NOTES OF CASES

The Notes of Cases in this issue are published by arrangement with the Council of Law Reporting, and full reports will be found in the Weekly Law Reports. Where possible the appropriate page reference is given at the end of the note.

Court of Appeal

COUNTY COURT: TRANSFER OF PROCEEDINGS: JUDGE'S DISCRETION

Birch *v.* County Motors and Engineering Co., Ltd., and Another

Lord Evershed, M.R., Romer and Ormerod, L.JJ.
10th July, 1958

Appeal from Shrewsbury County Court.

A Land Rover and a motor cycle carrying a pillion passenger were involved in a collision. The rider of the motor cycle was slightly hurt and his pillion passenger more seriously so. The motor-cyclist claimed damages against a company, the owners of the Land Rover, the action being heard by a county court judge at Shrewsbury. He held that both the motor-cyclist and the driver of the Land Rover had been negligent and he attributed the blame as to three-fourths to the motor-cyclist and as to one-fourth to the driver of the Land Rover. The damages he found as suffered by the motor-cyclist amounted to £50 and he accordingly awarded him £12 10s. The present action was brought by the pillion passenger claiming £400 damages, as a result of his injuries, the defendants to the action being the owners of the motor vehicle and the driver, the motor-cyclist being joined as third party. The defendant company applied under the County Court Rules, 1936, Ord. 16, r. 1, to have the action transferred from the Shrewsbury County Court to another, on the ground that, the judge having made up his mind in the first case that the driver of the Land Rover was in some degree to blame, it was probable that the plaintiff would recover the full amount of the damages proved, from the company. The judge refused the application. The defendant and the third party appealed.

LORD EVERSHED, M.R., said that Ord. 16, r. 1 (1), of the County Court Rules, 1936, provided that "If the judge of any court is satisfied that any proceedings in that court can be more conveniently tried in some other court, he may order them to be transferred to the other court." Having regard to the wording of the rule and the use of the words "is satisfied," *prima facie* the success of any application under the rule would be a matter for the discretion of the judge. The Court of Appeal ought to be loth to assent to a transfer under the rules which the county court judge had rejected, unless there were good grounds for such a course. The judge had had the rules cited to him and had applied his mind to them; he had come to the conclusion that he could fairly try the second action, and the Court of Appeal should not interfere with the way in which he had exercised his discretion, though there would have to be a real trial of the second action. However, if, which was not this case, the judge had formed very unfavourable views of a witness or of his credibility in one action, the judge might find himself embarrassed in trying a second action arising out of the same facts, and that second action ought to be transferred to another court. In the circumstances his lordship would dismiss the appeal.

ROMER and ORMEROD, L.JJ., delivered concurring judgments. Appeal dismissed.

APPEARANCES: *Michael Hoare* (*J. C. H. Bowdler & Sons*, Shrewsbury); *R. Gavin Freeman* and *N. B. Primost* (*B. D. J. Hayes & Sons*, Shrewsbury).

[Reported by M. B. KELLY, Esq., Barrister-at-Law] **[1 W.L.R. 980**

PRACTICE: WHETHER WRIT DULY SERVED WHEN UNSIGNED COPY SERVED ON DEFENDANT

Fick & Fick, Ltd. *v.* Assimakis

Lord Evershed, M.R., and Ormerod, L.J. 23rd July, 1958

Appeal from Glyn-Jones, J.

The defendant, a married woman, agreed to purchase goods of the plaintiffs. At the time of the purchase the plaintiffs were aware that she was a married woman, but not that she was purporting to contract as agent of her husband. The goods were delivered but the defendant failed to pay. The plaintiffs issued a specially endorsed writ to recover the purchase money. The writ was duly endorsed with a statement of claim in accordance with the requirements of R.S.C., Ord. 3, r. 6, and Ord. 19, r. 4, which was signed. A copy of that writ was served on the defendant, but the copy did not show that the statement of claim was duly signed. The defendant having failed to enter an appearance, the plaintiffs obtained judgment in default of appearance and defence. That judgment was set aside on the defendant's application on 9th April, 1958, and the defendant was taken to have entered appearance to the writ on that date. The plaintiffs then applied for summary judgment under Ord. 14, r. 6, and it was ordered that the plaintiffs should be entitled to recover judgment, unless the defendant paid the sum of £112 8s. into court, being the whole sum claimed. The defendant appealed against that order on the ground, first, that the copy writ served on her contained an unsigned statement of claim, and the plaintiffs were accordingly precluded from proceeding under Ord. 14, and, secondly, on the ground that she had a good defence since the goods were purchased by her as agent of her husband.

LORD EVERSHED, M.R., said that the defendant could not be heard to say that she had not been properly served because she had entered an appearance, and her appearance had been to the writ itself, which admittedly was in all respects adequate. On those grounds his lordship thought that this case could be distinguished from *Cassidy & Co., Ltd.* v. *M'Aloon* (1893), L.R. Ir. 32 Q.B. & Ex. 368, where, although this particular point was not precisely stated, it seemed to have been assumed that the writ had never been signed at all. Further, his lordship did not think that it was sufficiently established that the defendant was acting as agent for her husband to justify the court in interfering with the discretion of the judge, in giving leave to defend subject to payment into court of the sum claimed. For those reasons, his lordship would dismiss the appeal.

ORMEROD, L.J., agreed the appeal should be dismissed. Appeal dismissed.

APPEARANCES: *Mark Littman* (*Lucien Fior*); *Harry Lester* (*Hall Brydon*).

[Reported by M. B. KELLY, Esq., Barrister-at-Law] **[1 W.L.R. 1006**

MORTGAGE: PAROL LEASE BY MORTGAGOR: NO PROVISION FOR RE-ENTRY ON NON-PAYMENT OF RENT: WHETHER LEASE EFFECTIVE AGAINST MORTGAGEES

Pawson and Others *v.* Revell

Jenkins, Parker and Pearce, L.JJ. 23rd July, 1958

Appeal from Hull County Court.

The Law of Property Act, 1925, provides by s. 99: "(1) A mortgagor of land while in possession shall, as against every incumbrancer, have power to make from time to time any such lease of the mortgaged land, or any part thereof, as is by this section authorised . . . (7) Every such lease shall contain a covenant by the lessee for payment of the rent, and a condition of re-entry on the rent not being paid within a time therein specified not exceeding thirty days . . . (13) This section applies only if and as far as a contrary intention is not expressed by the mortgagor and mortgagee in the mortgage deed, or otherwise in writing, and has effect subject to the terms of the mortgage deed or of any such writing and to the provisions therein contained . . . (17) The provisions of this section referring to a lease shall be construed to extend and apply, as far as circumstances admit, to any letting, and to an agreement, whether in writing or not, for leasing or letting." By s. 152: "(1) Where in the intended exercise of any power of leasing . . . a lease (in this section referred to as an invalid lease) is granted which by reason of any failure to comply with the terms of the power is invalid, then—(*a*) as against the person entitled after the determination of the interest of the grantor to the reversion; or (*b*) as against any other person who, subject to any lease properly granted under the power, would have been entitled to the land comprised in the lease; the lease, if it was made in good faith, and the lessee has entered thereunder, shall take effect in equity as a contract for the grant, at the request of the lessee, of a valid lease under the powers of like effect as the invalid lease, subject to such variations a,

may be necessary in order to comply with the terms of the power . . . (6) Where a valid power of leasing is vested in or may be exercised by a person who grants a lease which, by reason of the determination of the interest of the grantor or otherwise, cannot have effect and continuance according to the terms thereof independently of the power, the lease shall for the purposes of this section be deemed to have been granted in the intended exercise of the power although the power is not referred to in the lease." In 1949 *N* and his wife, the owners of a farm, mortgaged it to the plaintiffs. The mortgage contained a clause pursuant to s. 99 (13) of the Law of Property Act, 1925, excluding the statutory power of leasing, but this clause was ineffective by reason of the provisions of the Agricultural Holdings Act, 1948. In 1953 the mortgagors orally let the farm to the defendant as tenant from year to year at a rent of £100 payable quarterly, there being no provision for re-entry on non-payment of rent. In proceedings for possession the plaintiffs contended that by reason of the omission of such a condition, which was required by s. 99 (7), the lease was not one granted under the statutory power conferred by s. 99 (1), and was ineffective as against them as mortgagees. The defendant contended that in so far as the lease was imperfect, it was validated by the provisions of s. 152 (1) and (6). The county court judge refused an order for possession. The plaintiffs appealed.

JENKINS, L.J., said that at first sight s. 152 (1) and (6) would appear to cure any invalidity that there might be. The plaintiffs contended that the grant was entirely informal, and that there had been no intention to exercise the statutory power or to conform to its requirements; further, s. 152 was the successor to the Leases Act, 1849, and the preamble to that Act showed that it was intended to remedy cases of "mistake or inadvertence," and as the parties intended that the lease should be informal, and were ignorant of and had no intention to exercise the statutory power, no case of mistake or inadvertence could arise. But that contention was demolished by the plain terms of s. 152 (6), which required the court to impute to the mortgagors an intention to use the statutory power. A further contention was that where a lease was made in terms exceeding the statutory power it should be regarded as a mere grant at common law, and *Iron Trades Employers Insurance Association, Ltd.* v. *Union Land and House Investors, Ltd.* [1937] 1 Ch. 313 was relied on. But the true effect of that case was, first, that the mortgagors had no power at all to lease without consent, and, secondly, that having no such power they could not, by recourse to s. 152, create a power which did not exist. Then a number of authorities were cited to show that s. 152 and its precursors did not go to the length of creating a substantially different lease from that purported to be granted. But there was nothing in the authorities cited to warrant the view that the variation of the oral tenancy contemplated involved a substantial departure from the terms of the agreement; it was an ancillary common form condition, and was exactly the sort of provision the inclusion of which, when necessary in order to validate the lease, was contemplated by s. 152. Whether it was necessary for the validity of an oral tenancy that it should include a condition of re-entry was a matter of doubt, but assuming that such a condition was necessary, and assuming further that if so its omission would prevent the agreement from being a valid exercise of the mortgagor's power, a clear case had been made out for the validation of the agreement by recourse to s. 152.

PARKER and PEARCE, L.JJ., agreed. Appeal dismissed.

APPEARANCES: *Norman Stogden* (*F. Wilberforce Bridge*, for *Richard Witty & Co.*, Hull); *Raymond Walton* and *J. B. Mortimer* (*Smith & Hudson*, for *Payne & Payne*, Hull).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law] **[3 W.L.R. 474**

COUNTY COURT: ARBITRATION: SCOPE OF JUDGE'S DISCRETION IN ORDERING AN AWARD TO BE SET ASIDE

Meyer *v.* Leanse

Jenkins, Parker and Pearce, L.JJ. 25th July, 1958

Appeal from Willesden County Court.

By s. 89 (1) of the County Courts Act, 1934, the judge may, by consent, order any proceedings to be referred to arbitration. By subs. (3) "the judge may, if he thinks fit . . . set aside the award, or may, with the consent of the parties, revoke the reference or order another reference to be made in the manner aforesaid." The plaintiff let to the defendant a furnished house, on the terms that the defendant should keep the demised effects and premises in the same order as they then were and should so surrender them on the expiration of the term, fair wear and tear excepted. A dispute arose regarding dilapidations which was referred to arbitration pursuant to s. 89. The plaintiff claimed £314; the arbitrator awarded £92, as he considered that much of the dilapidations constituted fair wear and tear and that in any event the premises required a thorough redecoration which ought not to be charged to the defendant. The plaintiff applied to the county court judge to set aside the award, on the ground that there were errors of law on its face. The judge held that there were no such errors of law, but that the plaintiff had suffered a serious injustice in that it appeared that the arbitrator had acted in some degree on theory and not on evidence. He held that the power conferred by s. 89 (3) on a county court judge to set aside an award "if he thinks fit" gave a wide discretion which ought to be exercised under the circumstances, and he set aside the award. The tenant appealed.

PARKER, L.J., said that the tenant made two submissions: first, that the judge was wrong in holding that he had a general discretion to set aside, whereas he could only set aside on the same grounds as the High Court, namely, for an error of law or misconduct or improper procuring of the award; secondly, that if such a discretion did exist, it had been wrongly exercised. The landlord contended that the award showed errors of law; that contention the judge had rejected, and rightly. The power to set aside first appeared in the County Courts Act, 1846, which included the phrase "if he shall think fit." At that time the High Court could set aside an award under the Arbitration Act, 1698, for corruption or undue means, under its inherent power for misconduct, and for an error of law appearing on the face. The judge below had thought that Parliament in 1846 had intended to leave a judge's powers at large, as otherwise it would have specifically limited them as did the Act of 1698. But if Parliament had meant to confer on the county court a jurisdiction exercised on wider principles than those in the High Court, express words would have been necessary, and the words "if he thinks fit" were not sufficient to attain that end. In *Brown* v. *Dean* [1910] A.C. 373 the House considered the powers of a county court judge to order a new trial under the Act of 1888, which gave such a power "if he shall think just," and it was said that he must follow the rules which governed discretion "according to law." Further, if there was a wider discretion, it was impossible to see where the limit lay. For those reasons it was clear that a county court judge in exercising his discretion under s. 89 (3) must follow the principles applicable in the High Court. Finally, it did not appear that under s. 89 there was a power to remit; certainly there was no express power, and that was an unfortunate omission. The appeal should be allowed.

PEARCE and JENKINS, L.JJ., agreed. Appeal allowed.

APPEARANCES: *John Davies* (*Franks, Charlesly & Leighton*); *A. R. Barrowclough* (*Herbert Oppenheimer, Nathan & Vandyk*).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law] **[3 W.L.R. 518**

RATING: INDUSTRIAL HEREDITAMENT: WORKSHOP: ADAPTING FOR SALE: SORTING OF GREETINGS CARDS: SORTING OF SKINS

Wilson Brothers, Ltd. *v.* Edwards (Valuation Officer)
Hudson's Bay Co. *v.* Thompson (Valuation Officer)

Jenkins, Parker and Pearce, L.JJ. 25th July, 1958

Appeals from the Lands Tribunal.

Section 3 (1) of the Rating and Valuation (Apportionment) Act, 1928, provides that the expression "industrial hereditament" shall mean (*inter alia*) a "workshop," but shall not include a hereditament occupied "for the purposes of distributive wholesale business." By subs. (2), "workshop" is to have the same meaning as in the Factory and Workshops Acts, 1901 to 1920. By s. 149 of the Factory and Workshop Act, 1901, "the expression 'workshop' means . . . any premises, room or place, not being a factory, in which . . . any manual labour is exercised by way of trade or for purposes of gain in or incidental to any of the following purposes, namely . . . (ii) the altering, repairing, ornamenting or finishing of any article; or (iii) the adapting for sale of any article . . ." In *Wilson's* case, the ratepayers were large dealers in greetings cards, with an annual turnover of some 88 million cards. The cards were received from the printers in large bulk lots of identical cards. To render them saleable to wholesalers, with whom the ratepayers dealt, the cards were rearranged or "collated" into a number of "series" of different cards, there being some 150 different varieties of such "series,"

before dispatch. The ratepayers claimed that this operation constituted an " adapting for sale " of the cards, so that their premises constituted a " workshop " within the meaning of s. 149 of the Factory and Workshop Act, 1901, with the consequence that they qualified as an " industrial hereditament " within the meaning of s. 3 (1) of the Rating and Valuation (Apportionment) Act, 1928. In the *Hudson's Bay Co.'s* case the premises were used for the sorting and grading of skins, and their subsequent sale by auction to furriers. About 25 per cent. of the skins belonged to the company, the remainder being consigned by a number of different owners in the form of bales comprising a number of different species and qualities. Before sale the skins were sorted and graded into auction lots suitable for sale, each comprising a number of skins of the same species and quality, a process requiring great skill and experience. Each lot would contain skins which had been consigned by a number of different owners, and were identified throughout, the price bid being so much per skin, and the proceeds being credited to the respective owners. The company's contention was similar to the above. In each case the Lands Tribunal held that the premises did not qualify as an industrial hereditament. The ratepayers appealed.

JENKINS, L.J., delivering the judgment of the court, said that the question of the meaning of the words " adapting for sale " had been considered in many cases, particularly those contained in [1931] A.C. and 1 K.B. The authorities established the following general propositions: (i) in order to amount to an adapting for sale of a given article the process to which it is subjected must work some change in the article itself which renders it saleable when unsaleable before, or more readily saleable than it was before; (ii) an article may be made saleable or more readily saleable by testing and certification, but this in itself is not adaptation for sale, since no change is brought about in the article as such; (iii) the sorting or separation of an article from a bulk may amount to an adapting of an article for sale where the article to be sold is a bulk, and considered as a bulk is substantially different from the original bulk although its constituent parts were included in the original bulk and have not in themselves been in any way changed. In *Wilson's* case it had been argued that the process was that of changing an unsaleable bulk into a marketable product, as in the cases dealing with unclaimed seeds, mixed rags and unsorted apples. But every " bulk " case in which the ratepayer had succeeded had been concerned with a starting material inherently unfit for sale, and the process of sorting and rejection could reasonably be regarded as an adapting of a bulk for sale by producing a smaller bulk. Here, what was bought was not a mixed bulk, and what was sold was a number of boxes of cards arranged in series for the convenience of the buyer and not impressed with any special character by virtue of anything done on the hereditament. It was not an adapting for sale, but what Lord Dunedin in *Sedgwick* v. *Watney, Combe, Reid & Co.* [1931] A.C. 447, at p. 463, had called a mere prelude to distribution; in the result, the primary use of the hereditament was that of " distributive wholesale business " and the statutory definition of " workshop " was excluded. In the *Hudson's Bay* case, each individual skin could be identified throughout as the property of a particular seller; there was no question of a " bulk " case; each skin when sold at auction was sold as the property of an individual proprietor; it did not lose its identity in the bulk. The matching and grading carried out could not be regarded as an adaptation for sale. Appeals dismissed. Leave to appeal.

APPEARANCES: *Michael Rowe*, Q.C., and *Frederick Mattar* (*Nicholson, Graham & Jones*); *Percy Lamb*, Q.C., and *Patrick Browne* (*Solicitor of Inland Revenue*); *Michael Rowe*, Q.C., and *William Roots* (*Linklaters & Paines*); *J. P. Widgery*, Q.C. (*Solicitor of Inland Revenue*).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law] **[1 W.L.R. 955**

Chancery Division

EXECUTION: SHERIFF: GOODS SEIZED AFTER RECEIVING ORDER: GOODS RETURNED: COSTS

In re Cooper (a Bankrupt); *ex parte* The Trustee *v.* Registrar and High Bailiff of Peterborough and Huntingdon County Courts

Danckwerts and Upjohn, JJ. 14th July, 1958

Appeal from Peterborough County Court.

The sheriff's officer on 4th July, 1957, attempted to levy execution on two tractors of a debtor pursuant to two warrants of execution issued to judgment creditors. He left forms with an employee of the debtor stating that execution had been levied, and also gave the employee two forms asking the debtor to agree to a " walking execution." On 10th July the debtor was adjudicated bankrupt on his own petition and a receiving order was made. On 11th July the sheriff's officer, not having received notice of the bankruptcy, took possession of the tractors, two transporters having been sent for that purpose under arrangements made by the clerk to the county court. On 12th July the official receiver asked for the return of the tractors, which was done. The costs of the execution, amounting to some £70, were allowed by the county court judge, who found that the registrar and high bailiff was entitled to the protection of s. 41 of the Bankruptcy Act, 1914, in respect of these executions. The trustee in bankruptcy appealed from that order.

DANCKWERTS, J., said that it was a question of fact whether a seizure was an effective execution; in the present case the acts done on 4th July (which was before the adjudication) did amount to an effective execution, and subsequent events entirely negatived any intention to abandon possession (see *Lumsden* v. *Burnett* [1898] 2 Q.B. 177). There was also the other point which arose on the footing that the only taking in execution was on 11th July, which was after the receiving order and the adjudication, although no notice of that had reached the sheriff before. The legal position was that the effect of the execution primarily depended on s. 26 of the Sale of Goods Act, 1893. The effect of that seemed to be that the title or right given by virtue of the writ remained effective not only against the goods in the hands of the original debtor but also against any transferee other than a purchaser in good faith and for value. Therefore, *prima facie*, it appeared that the writ would be effective against the trustee in bankruptcy, who did not give value but merely claimed title by process of law. His lordship referred to ss. 40 and 41 of the Bankruptcy Act, 1914, and said that s. 41 was concerned with a situation where the execution had not been completed. He thought that the provision was intended to produce a fair result where in complete ignorance the sheriff or his officer had proceeded in execution not knowing that any receiving order had been made at all, or, at any rate, not having received any notice in writing of it. Consequently the terms of this section did apply here where the taking in execution was made on 11th July, and not before, in complete ignorance of the making of the receiving order and adjudication. The section, therefore, gave the judgment creditor the right to have his costs provided for out of the property of the bankrupt in the circumstances which had arisen. He thought that the appeal failed on both grounds.

UPJOHN, J., agreed that the appeal failed. He thought that the first question was a very difficult question of fact and he must not be taken to be assenting to the judgment of Danckwerts, J., on this part of the case. He found it unnecessary to express any view. He agreed with Danckwerts, J., in thinking that the terms of s. 41 were applicable to an execution before or after the receiving order or adjudication. All that was required was that if the goods were taken in execution and a notice served on the sheriff that a receiving order had been made, certain results flowed. One was that the sheriff had to hand over any goods or money. But he had this benefit, that the costs of the execution were to be a first charge on the goods or money so delivered.

APPEARANCES: *B. J. M. Clauson* (*Kingsford, Dorman & Co.*, for *Buckle & Co.*, Peterborough); *Denys Buckley* (*Treasury Solicitor*).

[Reported by Mrs. IRENE G. R. MOSES, Barrister-at-Law] **[3 W.L.R. 468**

STAMP DUTY: SECURITY: AGREEMENT TO PROVIDE BROADCASTING PROGRAMMES: FLUCTUATING PAYMENTS

Independent Television Authority and Associated-Rediffusion, Ltd. *v.* Inland Revenue Commissioners

Wynn Parry, J. 15th July, 1958

Case stated.

By an agreement under seal dated 23rd May, 1955, made between Independent Television Authority (" I.T.A.") and Associated-Rediffusion, Ltd. (" A.R."), A.R. agreed to provide programmes for broadcasting by I.T.A. pursuant to s. 2 of the Television Act, 1954. The agreement was to come into operation between 15th August, 1955, and 15th November, 1955, and to continue

in force until 29th July, 1964. A.R. was to pay I.T.A. a fee at the rate of £495,600 a year for 2½ years, and at a rate of £536,900 thereafter. The agreement further provided for an increase or decrease of such payments in the event of an increase or decrease of 5 per cent. or more in the half-yearly index figure (therein defined), compared with the basic index figure (defined as meaning the average of the index figures for all items in the Interim Index of Retail Prices published by the Board of Trade). The Inland Revenue Commissioners held that the agreement was liable to *ad valorem* stamp duty under the head of charge "Bond, covenant or instrument of any kind whatsoever (1) being the only or principal or primary security for . . . any sum or sums of money at stated periods" within the meaning of Sched. I to the Stamp Act, 1891, and so assessed the duty on the sums payable annually of £495,600 and £536,900, respectively.

WYNN PARRY, J., said that the authorities established that the agreement was a security within the meaning of Sched. I notwithstanding that it was for services, and that it was not collateral or ancillary to any other documents but itself created the obligation, and that it was executory at the time of its execution; see *Jones* v. *Inland Revenue Commissioners* [1895] 1 Q.B. 484, and *National Telephone Co., Ltd.* v. *Inland Revenue Commissioners* [1899] 1 Q.B. 250. Upon a consideration of *Underground Electric Railways Company of London, Ltd.* v. *Inland Revenue Commissioners* [1905] 1 K.B. 174; [1906] A.C. 21, and *Underground Electric Railways Company of London, Ltd., and Glyn, Mills, Currie & Co.* v. *Inland Revenue Commissioners* [1914] 3 K.B. 210, which, he thought, contained all the necessary material, he extracted the following propositions. In the case of a deed, being a security within the meaning of that word as used in Sched. I to the Stamp Act, 1891, under the heading "Bond, covenant or instrument of any kind whatsoever," where it appeared on the face of the deed that there was a specified sum payable by one party to the deed to the other party, then, notwithstanding that such specified sum might (*a*) be increased on the happening of a contingency, or (*b*) be reduced in part or to nothing on the happening of a contingency, the deed was liable to be charged to stamp duty calculated on such specified sum. In his view, on its true construction, the deed in this case fell within that proposition and therefore the assessment appealed from was correct. The appeal would therefore be dismissed with costs.

APPEARANCES: *Geoffrey Cross*, Q.C., and *J. G. Monroe* (*Allen & Overy*); *John Pennycuick*, Q.C., and *E. Blanshard Stamp* (*Solicitor, Inland Revenue*).

[Reported by Mrs. IRENE G. R. MOSES, Barrister-at-Law] **[1 W.L.R. 943**

WILL: INVESTMENT CLAUSE: AUTHORISED INVESTMENTS

***In re* Rider's Will Trusts; Nelson *v.* Rider**

Harman, J. 17th July, 1958

Adjourned summons.

A testator, who died in 1909, by his will, made in 1908, directed his trustees to invest the trust moneys in stock "guaranteed by the Government of the United Kingdom or of any British colony or dependency . . . or upon real securities in England, but not otherwise." The trust estate at the date of the summons included certain government stocks of Australia, New Zealand and Southern Rhodesia, which had become dominions since the testator's death, and Essex county stock. The trustees took out a summons to determine whether they could invest in securities authorised by law, and if not, whether they could invest in stocks of any British territory which was a colony or dependency at the date of the testator's death or at the date when the investment was made.

HARMAN, J., said that the testator was referring to investments generically; and, looking at the type of investments authorised, it was clear that investment in the stocks of a dominion were in the same mode as those expressly authorised and therefore not expressly forbidden by the clause. Therefore, the prohibition (though it was an express prohibition) did not mean "not in any other investment whatsoever," but "not in any other class or mode of investment" and the dominion securities were within the investment clause. On the other hand, no investment (although it came within the Trustee Act, 1925) which was not one of the modes that he suggested was authorised. In other words, the trustees had not got, on that view, the full trustee range. For instance, the Essex county stock was not analogous to any of those which he expressly sanctioned. Order accordingly.

APPEARANCES: *John L. Arnold*, Q.C. (*Hancock & Willis*); *John Waite* and *C. J. Slade* (*Church, Adams, Tatham & Co.*).

[Reported by J. D. PENNINGTON, Esq., Barrister-at-Law] **[1 W.L.R. 974**

Queen's Bench Division

DOCTOR KILLED IN ATTEMPTING TO RESCUE WORKMEN: RIGHT OF ACTION: PERIL CAUSED BY NEGLIGENT ACT ARISING OUT OF MASTER AND SERVANT RELATIONSHIP: FATAL ACCIDENTS ACTS: DAMAGES: ASSESSMENT OF BENEFIT ACCRUING TO WIDOW: DEDUCTION OF ESTATE DUTY ON INSURANCE MONEYS

Baker and Another *v.* T. E. Hopkins & Son, Ltd.

Barry, J. 21st July, 1958

Action.

The defendants, a small firm of contractors, were engaged in cleaning a well 50 feet deep and 6 feet wide, in which there was about 12 feet of water. The defendants' managing director, *H*, decided to use a small petrol-driven pump to clear the water out of the well, and a platform, reached by two ladders, was constructed inside the well, 29 feet below the ground, on to which the pump was lowered. The pump's tank held enough fuel to work the pump for about six hours, which *H* thought would be a sufficient period to empty the well. On the afternoon of Tuesday, 16th August, 1955, he and two of the defendants' employees, *W* and *Y*, went to the farm where the well was. *W* and *H* went down the well and *W* started the engine of the pump. Having come to the surface again, *W* said: "By gum, you couldn't stay down there long; the fumes would kill you," and *H* replied: "That's how they commit suicide in motor-cars." Up to that time *H*, who was ignorant of the problems which the use of a petrol-driven pump in a well might involve, had not directed his mind to the possibility that difficulty or danger might arise; but after the engine had been running for about a quarter of an hour, he began to realise that a dangerous situation might be building up and before leaving the farm said to *W*: "Don't go down the well to-morrow until the fumes have cleared." *W* replied: "All right." Just before *W* and *Y* left the farm the engine, which had then been running for one and a half hours, stopped. One and a half hours was a sufficient period of time for the fumes from the petrol engine to have produced a lethal concentration of carbon monoxide near the bottom of the well, which concentration would not disperse for several days. *H* became worried about the situation during the night and on the next morning, when giving instructions to the workmen in the defendants' yard, he told *W* and *Y* that the lorry would take them to the farm and said: "Don't go down that bloody well till I get there." He then left the yard intending to join the two men at the farm after he had kept a business appointment elsewhere. When *W* and *Y* arrived at the farm *W* went down the well. *Y* saw that he was ill, and, after someone from the farm had gone for help, went down the well too. *Y*, also, became overcome by the fumes and fell on to the platform. Shortly afterwards a doctor, who had been summoned to the scene, arrived, and was told by persons gathered at the surface that it was feared that the two men had been overcome by poisonous gas in the well. The doctor was told that the engine had been running on the previous evening and emitting fumes, and was urged not to go down and that the fire brigade was coming. He replied: "There are two men down there. I must see what I can do for them," and having tied a rope round his waist and asked the persons at the well to hold one end of the rope and pull him up if he felt ill, descended the well. He was heard to call up that there was nothing he could do for the men, and had started to climb up when he collapsed and his full weight came upon the rope. Those on top started to haul him to the surface, but the rope became inextricably caught in a pipe or cross-member of the well and they were unable to raise him any further. Soon afterwards a fire brigade arrived and the doctor was brought to the surface, but he was then unconscious and died before reaching hospital. The other two men were dead when they were brought up. The doctor's executors brought an action claiming damages under the Fatal Accidents Acts and the Law Reform (Miscellaneous Provisions) Act, 1934, against the defendants in respect

of his death. Nearly half of the gross personal estate left by the doctor, £36,827 in all, was made up of payments under insurance policies taken out by him during his life. Estate duty on the whole of the estate amounted to £8,897 and one of the questions arising in the assessment of damages was whether, in estimating the benefit accruing to the widow from his death, the whole of the £8,897 estate duty should be deducted from the amount of the estate or only that sum which would have been payable as duty had the estate not included the insurance moneys.

BARRY, J., said that the defendants had adopted a highly dangerous system of work and had failed to comply with their duty to their two employees *W* and *Y*, and unless it could be said that the sole cause of the accident was the disregard by *W* and *Y* of the orders given to them not to go down the well the defendants' liability to them was not in doubt. Having regard to their wording and to the circumstances in which they were given, those orders were insufficiently precise and urgent to absolve the defendants from blame: if, for example, a farmer brought into a shed in his yard a man-eating tiger or savage bull it would be insufficient for him to say to his men " Don't go into the shed unless it looks friendly " or " Don't go in until I come," and the appropriate order would be " Don't go into that shed because if you, or I, or anyone else does so it means certain death." The defendants therefore were negligent towards their two employees. The defendants had argued that the duty owed by an employer to his workmen, being personal to them, left no room for the " rescuer " and that the doctrine in *Haynes* v. *Harwood* [1935] 1 K.B. 146 had no application when the act of negligence which caused the peril arose out of the relationship of master and servant. No authority was cited in support of that proposition and his lordship was satisfied that it was unsound; the essence of the *Haynes* v. *Harwood* doctrine was that among those persons to whom a duty of care was owed, as persons whom it might reasonably be contemplated would be affected by negligence, were those who might attempt to rescue the man or woman placed in acute peril by the negligent act complained of. Whether that act of negligence arose out of the relationship of master and servant or any other relationship which involved a duty of care was quite immaterial. It had also been submitted that the doctor's conduct was " unreasonably brave " or, at least, that he had voluntarily accepted the risk, but in his lordship's judgment, having regard to the evidence, neither of those submissions could succeed. On those findings the plaintiffs were entitled to recover and it was unnecessary to deal with the alternative submissions based on the assumption that the employees were wholly to blame. But, if he had been called upon to decide the question whether a right of action arose at the suit of the " rescuer " where the negligent act was committed by the person whom he attempted to rescue he would have taken the view that, although no one owed a duty to anyone else to preserve his own safety, a man who by his own carelessness put himself into a position of peril inviting rescue would be liable for any injury caused to someone who he ought to have foreseen would attempt to come to his aid. In expressing that opinion his lordship was aware that it was contrary to the view taken by the Canadian Court in *Dupuis* v. *New Regina Trading Co., Ltd.* [1943] 4 Dom. L.R. 275. Assessing damages, his lordship said that the sums arising under the insurance policies must, under the terms of the Fatal Accidents (Damages) Act, 1908, be disregarded in assessing benefits accruing to the widow, and the defendants had submitted that she should be regarded as benefiting by the amount of the estate less the insurance moneys and less only such portion of the total estate duty as was attributable to that part of the estate other than insurance moneys. His lordship agreed with the views expressed in Kemp and Kemp on the Quantum of Damages (1956), vol. 2, p. 17, and thought that it would be infringing the real meaning of the provisions of the Act of 1908 if he were to deal with estate duty in that way. The duty was a debt against the estate as a whole and it was not possible to sub-divide it and treat some part of it as attributable to and payable out of the insurance moneys and the balance as attributable to and payable out of the remainder of the estate. His lordship assessed the damages at £12,000. Judgment for the plaintiffs.

APPEARANCES: *F. W. Beney*, Q.C., and *Douglas Lowe* (*Hempsons*); *Marven Everett*, Q.C., and *H. Tudor Evans* (*Gregory Rowcliffe & Co.*, for *Fishers*, Ashby-de-la-Zouch); *M. K. Harrison-Hall* (*George Thatcher & Sons*, for *A. W. & H. W. Timms*, Burton-on-Trent).

[Reported by Miss J. F. LAMB, Barrister-at-Law] **[1 W.L.R. 993**

ALLEGATION OF PERJURY IN CRIMINAL PROCEEDINGS: WHETHER ACTION FOR DAMAGES WILL LIE AT SUIT OF PERSON ALLEGED TO HAVE BEEN DAMAGED BY FALSE EVIDENCE

Hargreaves *v.* Bretherton and Another

Lord Goddard, C.J. 23rd July, 1958

Preliminary point of law.

The plaintiff was tried and convicted on a number of charges in an indictment and was sentenced to a term of imprisonment. While still serving his sentence he brought an action against the defendants in which one of several heads of claim was an allegation that the first defendant had given false evidence against him at his trial and that " it was a reasonable and probable consequence of the aforesaid perjury that there would be a conflict of evidence . . . and that in consequence thereof the plaintiff would be convicted." The defendants, after denying that the first defendant had committed perjury, pleaded that perjury or other statements made by a witness in the course of criminal proceedings did not constitute a tort nor any other wrong giving rise to a civil remedy in damages at the suit of him who had been convicted or who had suffered damage by or because of such perjury or false statement. The point of law raised by that contention was ordered to be set down for hearing as a preliminary point of law.

LORD GODDARD, C.J., said that it was clear beyond peradventure nowadays that such an action would not lie. The matter was first adumbrated and considered in the reign of Elizabeth I and was raised again in the reign of James I (in *Damport* v. *Simpson* (1596), Cro. Eliz. 520, and *Eyres* v. *Sedgewicke* (1620), Cro. Jac. 601) but, although it had been raised so long ago, there was no case in which the action had been held to lie. In *Revis* v. *Smith* (1856), 18 C.B. 126, Jervis, C.J., pointed out what had occurred to him, his lordship, directly he had realised the point which he had to try, that it would be most inconvenient if an action for damages for alleged perjury could be brought when no one had been convicted of perjury but merely on the allegation of a person who said that perjury had been committed by which he had been damnified. If such an action lay, half the persons in prison in England would, in these days when the State provided legal aid, be trying to bring actions. It had to be remembered that persons could be compelled to give evidence; that did not excuse them for committing perjury, but the penalty for committting perjury was not that they should pay damages but that they should be sentenced for the crime which they had committed. How could he, his lordship, ignore what Lord Halsbury had said in *Watson* v. *M'Ewan* [1905] A.C. 480, 486, " It is settled law and cannot be doubted. The remedy against a witness who has given evidence which is false and injurious to another is to indict him for perjury; but for very obvious reasons, the conduct of legal procedure by courts of justice, with the necessity of compelling witnesses to attend, involves as one of the necessities of the administration of justice the immunity of witnesses from actions being brought against them in respect of evidence they have given. So far the matter, I think, is too plain for argument." Attempts had been made over a period of more than 300 years to bring these actions and had always failed, and the point was, as Lord Halsbury had said, quite unarguable. He (his lordship) therefore decided that the defendants' contention was correct and it followed that that part of the statement of claim raising the issue must be struck out. Judgment for the defendants.

APPEARANCES: *Martin Jukes*, Q.C., and *Roy McAulay* (*Barlow, Lyde & Gilbert*); *Ashe Lincoln*, Q.C., and *L. A. de Pinna* (*Basil Greenby & Co.*).

[Reported by Miss J. F. LAMB, Barrister-at-Law] **[3 W.L.R. 463**

CASE STATED: EXTENDING TIME FOR STATING CASE

Whittingham *v.* Nattrass

Lord Goddard, C.J., Donovan and Ashworth, JJ. 29th July, 1958

Case stated by Leicester justices.

The defendant, having been convicted of offences against the Road Traffic Acts, 1930 and 1934, on 27th January, 1958, applied to the justices to state a case pursuant to s. 87 of the Magistrates' Courts Act, 1952. The justices signed the case on 8th May, 1958, and it was lodged in the Crown Office by the defendant's

solicitors on 9th July, 1958. The prosecutor's solicitors consented to the lodging of the case stated out of time by letter dated 7th July, 1958. The notice of appeal was dated 22nd July, 1958, lodged in the Crown Office on the same day, and made returnable on 30th July, 1958. The Divisional Court took the preliminary objection that the case was stated and lodged out of time, so that there had been non-compliance with the Magistrates' Courts Rules, 1952, r. 63, and R.S.C., Ord. 59, r. 33.

LORD GODDARD, C.J., said that if the justices did not state a case within three months an application must be made to the Divisional Court to extend the time showing reasons why the court should extend the time. This had not been done. Secondly, the case was not lodged at the Crown Office within ten days of receiving it nor was a notice of appeal served within fourteen days. There seemed to have been entered into the Annual Practice a statement that that could be remedied by a consent order being filed in the Crown Office, but consents could not be filed to set aside the rules of court in that way. The court had power to extend the time, if proper grounds were shown, but an application must be made to the court for that purpose. The court could extend the time for stating the case and no objection had been taken by the other side to the court doing that. It could also extend the time under Ord. 64, r. 7, for lodging the case. An affidavit ought to have been filed explaining the delay and asking the court to exercise its power. The court would extend the time. Application granted.

APPEARANCES: *Raphael Tuck* (*Lincoln & Lincoln*); *R. C. B. Parnall* (*James & Charles Dodd*, for *Josiah Hincks, Son and Bullough*, Leicester).

[Reported by J. D. PENNINGTON, Esq., Barrister-at-Law] [1 W.L.R. 1016

IN WESTMINSTER AND WHITEHALL

STATUTORY INSTRUMENTS

Accrington District (Dean Clough Pumping Station) Water Order, 1958. (S.I. 1958 No. 1324.) 6d.

Chequers Estate (Appointed Day) Order, 1958. (S.I. 1958 No. 1352 (C. 8).) 4d.

Draft **Coal and Other Mines** (Mechanics and Electricians) (Variation) Regulations, 1958. 5d.

Draft **Gravel and Sand Quarries** (Overhanging) (Exemption) Regulations, 1958. 5d.

Import Duties (Exemptions) (No. 17) Order, 1958. (S.I. 1958 No. 1356.) 5d.

Land Powers (Defence) Act (Registration of Wayleave Orders, etc.) Rules, 1958. (S.I. 1958 No. 1323.) 5d.
See *ante*, p. 606.

Licensing Rules, 1958. (S.I. 1958 No. 1364.) 4d.

Live Poultry (Movement Records) Order, 1958. (S.I. 1958 No. 1344.) 5d.

Pembroke Rural Water Order, 1958. (S.I. 1958 No. 1357.) 5d.

Public Health (Preservatives, etc., in Food) (Scotland) Amendment Regulations, 1958. (S.I. 1958 No. 1329 (S. 61).) 5d.

Remuneration of Teachers (Primary and Secondary Schools) Amending Order, 1958. (S.I. 1958 No. 1349.) 5d.

Rent Restrictions (Amendment) Rules, 1958. (S.I. 1958 No. 1350 (L. 8).) 5d.
See *ante*, p. 623.

Rubber Manufacturing Wages Council (Great Britain) (Abolition) Order, 1958. (S.I. 1958 No. 1363.) 4d.

Safeguarding of Industries (Exemption) (No. 5), 1958. (S.I. 1958 No. 1334.) 8d.

Stopping up of Highways (County of Anglesey) (No. 1) Order, 1958. (S.I. 1958 No. 1312.) 5d.

Stopping up of Highways (County of Chester) (No. 9) Order, 1958. (S.I. 1958 No. 1337.) 5d.

Stopping up of Highways (County of Derby) (No. 10) Order, 1958. (S.I. 1958 No. 1313.) 5d.

Stopping up of Highways (County of Dorset) (No. 1) Order, 1958. (S.I. 1958 No. 1314.) 5d.

Stopping up of Highways (County of Essex) (No. 13) Order, 1958. (S.I. 1958 No. 1338.) 5d.

Stopping up of Highways (County of Kent) (No. 11) Order, 1958. (S.I. 1958 No. 1342.) 5d.

Stopping up of Highways (County of Lancaster) (No. 22) Order, 1958. (S.I. 1958 No. 1339.) 5d.

Stopping up of Highways (London) (No. 29) Order, 1958. (S.I. 1958 No. 1347.) 5d.

Stopping up of Highways (London) (No. 30) Order, 1958. (S.I. 1958 No. 1348.) 5d.

Stopping up of Highways (County of Northampton) (No. 6) Order, 1958. (S.I. 1958 No. 1340.) 5d.

Stopping up of Highways (County of Oxford) (No. 7) Order, 1958. (S.I. 1958 No. 1315.) 5d.

Stopping up of Highways (County of York, West Riding) (No. 11) Order, 1958. (S.I. 1958 No. 1341.) 5d.

Stopping up of Highways (County of York, West Riding) (No. 12) Order, 1958. (S.I. 1958 No. 1343.) 5d.

Wages Regulation (Linen and Cotton Handkerchief, etc.) Order, 1958. (S.I. 1958 No. 1327.) 6d.

NOTES AND NEWS

Honours and Appointments

The following appointments are announced by the Colonial Office: Mr. D. A. S. De FREITAS, Legal Draftsman, Federation of the West Indies, to be Solicitor-General, Federation of the West Indies; Mr. S. E. GOMES, Chief Justice, Barbados, to be Chief Justice, Trinidad; Mr. S. H. GRAHAM, Magistrate, St. Lucia, to be Crown Attorney, St. Kitts-Nevis-Anguilla; Mr. G. J. HORSFALL, Judicial Commissioner, B.S.I.P., to be Judge, Zanzibar; Mr. A. N. LOIZOU, Magistrate, Cyprus, to be District Judge, Cyprus; Mr. K. R. MACFEE, Magistrate, Hong Kong, to be District Judge, Hong Kong; Mr. D. E. G. MALDING, Assistant to the Attorney-General and Legal Draftsman, Barbados, to be Solicitor-General, Barbados; Mr. H. G. MARTIN, Assistant Registrar of Lands and Deeds, Northern Rhodesia, to be Chief Lands Officer, Northern Rhodesia; Mr. S. S. RAMPHAL, Legal Draftsman, British Guiana, to be Legal Draftsman, Federation of the West Indies; Mr. J. C. SUMMERFIELD, Legal Draftsman, Tanganyika, to be Deputy Legal Secretary, E.A.H.C., and Mr. A. WATERMAN to be Assessor, Inland Revenue Department, Hong Kong.

Personal Notes

Mr. Sydney Morten Clayton, solicitor, of Hyde, was married recently to Miss Patricia Collins.

Mr. James Conway Forbes, solicitor, of West Hartlepool Corporation, was married at West Hartlepool recently to Miss Pamela W. Watson.

Mr. John Nichol Gill, solicitor, of Chesterfield, was married recently at Chesterfield to Miss Ann Theresa Frances Turner.

Mr. H. J. Allen Hardwicke, solicitor, of Bexhill, and his wife have just celebrated their golden wedding.

Miscellaneous

PROFESSIONAL BODIES AND LEARNED SOCIETIES

The Finance Act, 1958, s. 16, provides that, subject to certain conditions, employed persons and holders of offices may be given income tax relief for subscriptions to professional bodies, learned societies, etc., which have been approved for the purposes

of this section by the Commissioners of Inland Revenue. An Inland Revenue press notice invites any professional body, learned society, etc., which desires to seek approval, and has not already done so, to apply immediately for Form P.356 to the Chief Inspector of Taxes, Room 110, New Wing, Somerset House, London, W.C.2.

SUR-TAX APPEALS

A printed form of letter for use in giving notice to the Special Commissioners of appeals against sur-tax assessments is being introduced this autumn. The new form (190 S.C.) is on the lines of the income tax Sched. D appeal form No. 64–7 and will be distributed on requisition through inspectors of taxes under the same arrangements as apply to that form. It will be supplied in duplicate.

DEVELOPMENT PLANS

Durham County Development Plan

Town Map No. 3 (Billingham)

On 2nd January, 1958, the Minister of Housing and Local Government amended the above development plan in relation to the Billingham Town Map.

Certified copies of relevant extracts of the plan as amended by the Minister have been deposited for public inspection at the County Planning Office, 10 Church Street, Durham, and also at the Billingham Urban District Council Offices, Haverton Hill, Billingham. The extracts of the plan so deposited will be open for inspection free of charge by all persons interested during normal office hours. The amendment became operative as from 19th August, 1958, but if any person aggrieved by it desires to question the validity thereof or of any provision contained therein on the ground that it is not within the powers of the Town and Country Planning Act, 1947, or on the ground that any requirement of the Act or any Regulation made thereunder has not been complied with in relation to the making of the amendment, he may, within six weeks from 19th August, 1958, make application to the High Court.

The Lancashire County Council Development Plan, 1951

A proposal for an addition to the above development plan was on 5th August, 1958, submitted to the Minister of Housing and Local Government. The proposal relates to land at Whitewalls within the Municipal Borough of Colne. Certified copies of the proposal as submitted have been deposited for public inspection at the County Hall, Preston, and at the office of the Town Clerk of Colne. The copies of the proposal so deposited together with copies of relevant extracts of the plan are available for inspection free of charge by all persons interested in the places mentioned between the hours of 9 a.m. and 5 p.m. Mondays to Fridays inclusive and 9 a.m. and 12 noon on Saturdays.

Any objection or representation with reference to the proposal may be sent in writing to The Secretary, Ministry of Housing and Local Government, Whitehall, London, S.W.1, before 3rd October, 1958, and any such objection or representation should state the grounds on which it is made. Persons making an objection or representation may register their names and addresses with the Clerk of the County Council, County Hall, Preston, and will then be entitled to receive notice of any amendment of the plan made as a result of the proposal.

Development Plan for the City and County Borough of Sheffield

Proposals for alterations or additions to the above development plan were on 8th August, 1958, submitted to the Minister of Housing and Local Government. The effect of such proposals will be to designate as subject to compulsory acquisition by the Council land situate within the City and County Borough of Sheffield and forming part of, and adjoining, the Cathedral Churchyard at Church Street. A certified copy of the proposals as submitted has been deposited for public inspection at the Town Hall, Sheffield, 1. The copy of the proposals so deposited together with a copy of the development plan are available for inspection free of charge by all persons interested at the place mentioned above between 9 a.m. and 12 noon on Saturdays and 10 a.m. and 5 p.m. on other weekdays. Any objection or representation with reference to the proposals may be sent in writing to The Secretary, Ministry of Housing and Local Government, Whitehall, London, S.W.1, before 27th September, 1958, and any such objection or representation should state the grounds on which it is made. Persons making an objection or representation may register their names and addresses with the Sheffield City Council (by letter addressed to the Town Clerk at the Town Hall, Sheffield, 1), and will then be entitled to receive notice of any amendment of the development plan made as a result of the proposals.

County of Northumberland Development Plan

Proposals for amendments to the above development plan were on 14th August, 1958, submitted to the Minister of Housing and Local Government for approval. The proposals provide for the designation of land in Seaton Valley Urban District and Castle Ward Rural District as subject to compulsory purchase and allocate land in Hexham and Seaton Valley Urban Districts for industrial purposes.

The areas concerned are as follows :—

Land designated as subject to compulsory purchase

Seaton Valley Urban District

(1) Approximately 13 acres of land at Klondyke.
(2) Approximately 20 acres of land east of Seghill Road, Seaton Delaval.
(3) Approximately 10 acres of land east of Park Lane, Shiremoor.

Castle Ward Rural District

Approximately 13 acres of land west of Ponteland railway station and north of road A696.

Land allocated for industrial purposes

Hexham Urban District

Land on north side of Cockshaw, Hexham.

Seaton Valley Urban District

Approximately 65 acres of land west of Cramlington railway station.

Certified copies of the designation maps and maps showing the proposed allocation of land for industrial purposes have been deposited for public inspection at the County Hall, Newcastle upon Tyne, 1. Certified copies of the designation maps and maps showing the proposed allocation of land for industrial purposes have also been deposited for public inspection at the offices of the district councils concerned at the addresses shown below. The copies of the maps so deposited are available for inspection free of charge by all persons interested at the places mentioned above during normal office hours. Any objection or representation with reference to the proposed amendments may be sent in writing to The Secretary, Ministry of Housing and Local Government, Whitehall, London, S.W.1, before 9th October, 1958, and any such objection or representation should state the grounds on which it is made. Persons making an objection or representation may register their names and addresses with the Northumberland County Council at the office of the Clerk of the County Council, County Hall, Newcastle upon Tyne, 1, and will then be entitled to receive notice of the eventual approval of the proposed amendments.

Addresses of County District Councils where maps may be inspected

Castle Ward R.D.C.

Council Offices, High Street, Ponteland, Newcastle upon Tyne.

Hexham U.D.C.

Council Offices, Hexham House, Hexham.

Seaton Valley U.D.C.

Council Offices, Seaton Delaval.

EAST SUFFOLK COUNTY DEVELOPMENT PLAN

On 14th August, 1958, proposals for alterations or additions to the above development plan were submitted to the Minister of Housing and Local Government. The proposals relate to land situate within the undermentioned county districts. A certified copy of the proposals as submitted has been deposited for public inspection at the County Hall, Ipswich, and at the Council's Offices, The Marina, Lowestoft. Certified extracts thereof, so far as they relate to the undermentioned county districts, have also been deposited for public inspection at the places mentioned below.

County District	*Place of Deposit*
Aldeburgh Borough	Craig Royston, Victoria Road, Aldeburgh.
Beccles Borough	Municipal Offices, Ballygate, Beccles.
Lowestoft Borough	Town Hall, Lowestoft.
Leiston-Cum-Sizewell Urban	Council Offices, High Street, Leiston.
Saxmundham Urban	Council Offices, Rendham Road, Saxmundham.
Woodbridge Urban	Council Offices, Eden Lodge, Woodbridge.
Blyth Rural	Council Offices, Rendham Road, Saxmundham.
Deben Rural	Council Offices, Melton Hill, Woodbridge.
Gipping Rural	Council Offices, "Hurstlea," Needham Market.
Hartismere Rural	Council Offices, Castleton Way, Eye.
Lothingland Rural	Council Offices, Rectory Road, Lowestoft.
Samford Rural	25 London Road, Ipswich.
Wainford Rural	1-3 Saltgate, Beccles.

Copies or extracts of the proposals so deposited together with copies or relevant extracts of the plan are available for inspection free of charge by all persons interested at the places mentioned above between the hours of 9.30 a.m. and 12.30 p.m. and 2 p.m. and 4.30 p.m. on all weekdays other than Saturdays. Any objection or representation with reference to the proposals should be sent in writing to The Secretary, Ministry of Housing and Local Government, Whitehall, London, S.W.1, before the 3rd October, 1958, and any such objection or representation should state the grounds on which it is made. Persons making an objection or representation may register their names and addresses with the County Council and will then be entitled to receive notice of any amendment of the plan made as a result of the proposals.

NOTE.—It is not proposed to make any alterations or additions to the plan in so far as land situate within the undermentioned County Districts is concerned, but extracts from the plan will be available at the following places:—

County District	*Place of Deposit*
Eye Borough	Town Hall, Eye.
Southwold Borough	Town Hall, Southwold.
Bungay Urban	12 Earsham Street, Bungay.
Felixstowe Urban	Town Hall, Felixstowe.
Halesworth Urban	Town Hall, Halesworth.
Stowmarket Urban	Council Offices, Ipswich Road, Stowmarket.

THE LAW SOCIETY HONOURS EXAMINATION

At the examination held in June, 1958, for honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction: FIRST CLASS (of equal merit)—M. D. Simmons, B.A., LL.B. Cantab.; J. M. Wheeldon, LL.B. Sheffield. SECOND CLASS (in alphabetical order)—A. J. M. Baker, B.A., LL.B. Cantab.; H. G. Barraclough, LL.B. Bristol; B. N. Bowcock, LL.B. London; J. J. P. Boyle; R. B. Brockhurst; T. G. M. Buckley, B.A. Oxon; N. M. Curtis; T. Disken, B.A., LL.B. Cantab.; M. M. Fox, LL.B. London; D. J. Futerman, B.A. Cantab.; M. D. Gouldman, LL.B. Manchester; J. I. Green, LL.B. London; A. J. Greenwell, B.A. Oxon; R. J. Groarke, LL.B. Manchester; G. Grossman, LL.B. London; G. F. Hilbert, LL.B. London; J. A. Holmes, LL.B. London; G. L. Isaacs; D. M. Jones, LL.B. London; N. H. Lowe; G. F. Lyon, B.A., LL.B. Cantab.; J. M. McKean, B.A. Oxon; J. M. Mills, B.A. Oxon; A. A. Moss; B. J. Moughton, B.A. Oxon, M.C.L. McGill; J. F. Neale, LL.B. London; J. Phillips, LL.B. London; G. T. Plenderleath, LL.B. Durham; A. J. Proctor, B.A., LL.B. Cantab.; A. J. Pybus, LL.B. Sheffield; D. M. Rose, LL.B. London; T. E. J. Savery, B.A. Oxon; S. Shaw; A. L. Simons, LL.B. London; D. A. J. Simpson, M.A., Cantab.; A. G. Spencer, LL.B. London; L. H. Stewart, LL.M. London; A. J. D. Wain, LL.B. Birmingham; D. J. V. Wright, B.A. Oxon. THIRD CLASS (in alphabetical order)—K. Abigail, LL.B. Birmingham; D. S. Aikin, LL.B. London; S. J. D. Awdry, B.A. Cantab.; E. Barton, LL.B. Liverpool; P. Blatherwick; B. Boldy, LL.B. Leeds; R. Bond, LL.B. Nottingham; G. A. W. Bracher, B.A. Oxon; T. E. Bradburn, B.Sc. Birmingham; C. J. Brisley, LL.B. Bristol; P. P. Bryan; M. J. Burke, LL.B. Nottingham; A. H. Catchpole, B.A. Oxon; S. N. L. Chalton; T. E. Christophers, B.A. Cantab.; J. D. Clark, LL.B. Bristol; E. G. Cowen, LL.B. Manchester; J. E. S. Cowling, LL.B. Manchester; D. A. Craps, LL.B. London; C. G. Cruttwell, B.A. Oxon; E. D. Dando, B.A. London; P. M. Davies, B.A., LL.B. Cantab.; S. E. N. Davies; J. P. Day; A. Dunn, LL.B. Liverpool; A. E. Farwell, B.A. Cantab.; M. G. Flint, B.A. Oxon; S. M. French; J. I. M. Gilfillan, B.A. Cantab.; B. W. Godfrey, LL.B. London; H. J. Goldthorpe; B. D. Haffner, LL.B. London; D. W. G. Hardy, B.A., LL.B. Cantab.; G. L. Hockfield; J. A. Holland; A. E. Howard, B.A. Oxon; R. Ingram, LL.B. London; C. J. James, B.A. Cantab.; A. J. M. Jeffery, LL.B. London; T. L. Johnson; M. H. Jowett, LL.B. London; J. I. Karet, LL.B. London; S. Ledbrooke; N. T. Levison; M. A. Maginn, LL.B. Liverpool; A. Morgan; R. F. Porter, B.A., LL.B. Cantab.; P. J. Purton; D. A. Redfern, B.A. Cantab.; P. Ritchie, LL.B. Liverpool; W. F. J. Ritchie, B.A. Cantab.; M. J. Rowe, LL.B. London; D. W. Russell; R. A. Russian, B.A., LL.B. Cantab.; P. I. Sewell; R. E. Smith; R. W. M. Thompson, B.A. Oxon; C. D. Tyler, B.A. Cantab.; F. H. Warriner, LL.B. London; J. H. Weatherill, LL.B. Leeds; J. P. E. Welby; P. D. Williams, B.A. Cantab.; F. R. Williamson, B.A. Oxon; I. Worsley.

The Council of The Law Society have accordingly given class certificates and awarded the following prizes: To Mr. Simmons and Mr. Wheeldon jointly—The Clement's Inn Prize, value £36 each.

The Council have given class certificates to the candidates in the second and third classes.

Two hundred and fifteen candidates gave notice for examination.

PRINCIPAL ARTICLES APPEARING IN VOL. 102

5th July to 30th August, 1958

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